

PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

IN RE APPLICATION OF: ALEXANDRE A.N. BAPTISTA
 APPLICATION No.: 10/789,456
 FILED: FEBRUARY 26, 2004
 FOR: VACUUM PACKAGING APPLIANCE WITH VACUUM
 SIDE CHANNEL LATCHES

EXAMINER: UNKNOWN
 ART UNIT: UNKNOWN
 CONF. No: UNKNOWN

**Petition by Person Having Proprietary Interest to File Application on
 Behalf of Inventor Alexandre Baptiste Who Refuses to Sign**

Commissioner for Patents
 P.O. Box 1450
 Alexandria, VA 22313-1450

Sir:

Trisha Mount, on behalf of Tilia International, Inc. (Tilia), an entity having sufficient proprietary interest in the above-identified patent application, signs below and petitions to make this application on behalf of the nonsigning sole inventor Alexandre A. N. Baptiste who refuses to join in the above-identified patent application.

This petition is accompanied by a showing of sufficient proprietary interest, proof of the pertinent facts, and the last know address of Alexandre A. N. Baptiste as set forth in the accompanying:

- 1) A Statement of Facts by Judy Lagera Vo in Support of Filing on Behalf of Nonsigning Inventor; and
- 2) A Statement of Facts by Brian R. Coleman in Support of Filing on Behalf of Nonsigning Inventor.

The fee of \$130.00 set forth in 37 CFR 1.17(h), required by 37 CFR 1.47(a), is

11/23/2004 BABRAH1 00000065 10789456 ~~paid in the attached~~ Check No.

06 FC:1464 ~~130.00 OP~~

11/23/2004 BABRAH1 00000065 10789456

06 FC:1464 ~~130.00 OP~~

Adjustment date: 11/24/2004 AWONDAF1

11/23/2004 BABRAH1 00000065 10789456

06 FC:1464 ~~130.00 OP~~

The person making this statement is authorized to sign on behalf of the owner on the basis of the attached Appendix A showing two Proprietary Information Agreements which Alexandre A. N. Baptiste executed during his employment with Tilia.

I further declare that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Title 18, USC § 1001 and that such willful false statements may jeopardize the validity of this application or any patent resulting therefrom.

ASSIGNEE: Tilia International, Inc.
Signature: 
Typed Name: Trisha Mount
Title: Vice President
Date: Sep 24 2004
Address: 303 Second Street, North Tower, 5th Floor
San Francisco, CA 94107



PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

IN RE APPLICATION OF: ALEXANDRE A.N. BAPTISTA
APPLICATION NO.: 10/789,456
FILED: FEBRUARY 26, 2004
FOR: VACUUM PACKAGING APPLIANCE WITH VACUUM
SIDE CHANNEL LATCHES

EXAMINER: UNKNOWN
ART UNIT: 3721
CONF. NO: UNKNOWN

**STATEMENT ESTABLISHING PROPRIETARY INTEREST BY PERSON
SIGNING ON BEHALF OF NONSIGNING INVENTOR**

(37 CFR 1.47)

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

I, Trisha Mount am the person signing the declaration on the above-identified application on behalf of the nonsigning inventor and make this statement as to the facts establishing Tilia International, Inc.'s proprietary interest.

As of the date I signed the declaration for this application, the proprietary interest in this invention belonged to Tilia International, Inc. 303 Second Street, North Tower, Fifth Floor, San Francisco Ca 94107-6302, and I am authorized to sign the statement on behalf of Tilia International, Inc., my title being Vice President and Chief Financial Officer.


As described in more detail in the accompanying Statement of Facts, the nonsigning inventor is under contract to assign his rights in the above-identified patent application to Tilia International, Inc. Through a corporate evolution, the nonsigning inventor was first employed by Tilia, Inc., which was acquired by Altrista, which then changed its name to Tilia International, Inc. I establish the proprietary interest by attaching 1) a "Tilia, Inc. Proprietary Information Agreement" executed by the nonsigning inventor; 2) an "Altrista Employee Proprietary Information Agreement" executed by the nonsigning inventor, and 3) a document evidencing Altrista's corporate name change to Tilia International, Inc.

A Notice of Missing Parts dated May 19, 2004, is currently pending in the above-identified patent application. A failure to complete the Missing Parts including submission of an Inventorship Declaration will result in the abandonment of the above-identified patent application. For this and other reasons set forth in the accompanying

documents, irreparable damage to Tilia International, Inc.'s rights will occur if Tilia International, Inc. is not allowed to prosecute the above-identified patent application without the inventor's cooperation.

In order to preserve Tilia International, Inc.'s rights, the undersigned petitions that examination of the above-identified patent application be allowed to occur without the signature of the sole inventor A. Baptiste.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the above-identified application or any patent issued thereon.

Signature: 

Typed Name: Trisha Mount

Title: Vice President and Chief Financial Officer

Date: November 18, 2004

Address:

TILIA

568 HOWARD STREET, 2ND FLOOR ▪ SAN FRANCISCO, CA 94105 ▪ USA
PHONE 415 ▪ 543 ▪ 9136 ▪ FAX 415 ▪ 543 ▪ 4469

TILIA, INC.

PROPRIETARY INFORMATION AGREEMENT



As an employee of Tilia, Inc., a California corporation (the "Company"), and in consideration of the compensation now and hereafter paid to me, I agree to the following:

1. Maintaining Confidential Information

a. Company Information. I agree at all times during the term of my employment and thereafter to hold in strictest confidence, and not to use, except for the benefit of the Company, or to divulge or disclose, directly or indirectly, to any person, corporation or other entity without written authorization of the Board of Directors of the Company, any trade secrets, confidential knowledge, data or other proprietary information (collectively referred to as "Confidential Information") relating to products, processes, know-how, designs, formulas, developmental or experimental work, computer programs, data bases, other original works of authorship, customer lists, business plans, financial information or other subject matter pertaining to any business of the Company or any of its clients, consultants or licensees.

b. Former Employer Information. I agree that I will not, during my employment with the Company, improperly use or disclose any proprietary information or trade secrets of my former or concurrent employers or companies, if any, and that I will not bring onto the premises of the Company any unpublished document or any property belonging to my former or concurrent employers or companies, if any, unless consented to in writing by said employers or companies.

c. Third Party Information. I recognize that the Company has received and in the future will receive from third parties their confidential or proprietary information subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. I agree that I owe the Company and such third parties, during the term of my employment and thereafter, a duty to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm or corporation (except as necessary in carrying out my work for the Company consistent with the Company's agreement with such third party) or to use it for the benefit of anyone other than for the Company or such third party (consistent with the Company's agreement with such third party) without the express written authorization of the Board of Directors of the Company.

2. Retaining and Assigning Inventions and Original Works

a. Inventions and Original Works Retained by Me. I have attached hereto, as Exhibit A, a list describing all inventions, original works of authorship, developments, improvements, and trade secrets which were made by me prior to my employment with the Company, which belong to me, which relate to the Company's

proposed business and products, and which are not assigned to the Company; or, if no such list is attached, I represent that there are no such inventions.

b. Inventions and Original Works Assigned to the Company. I agree that I will promptly make full written disclosure to the Company, will hold in trust for the sole right and benefit of the Company, and will assign to the Company all my right, title, and interest in and to any and all inventions, discoveries, improvements, technology, trade secrets, computer programs, know-how, designs formulas, original works of authorship, or any other confidential materials, data information or instructions, technical or otherwise and whether or not patentable or copyrightable and whether or not reduced to practice (collectively referred to as "Inventions") which I may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, during the period of time I am in the employ of the Company. I recognize, however, that Section 2870 of the California Labor Code (as set forth in Exhibit B hereto) exempts from this provision any invention that I develop entirely on my own time, without using the Company's equipment, supplies, facilities, or trade secret information except for those inventions that either relate at the time of conception or reduction to practice of the invention to the Company's business, or actual or demonstrably anticipated research or development of the Company or result from any work performed by me for the Company.

I acknowledge that all original works of authorship which are made by me (solely or jointly with others) within the scope of my employment and which are protectable by copyright are "works made for hire," as that term is defined in the United States Copyright Act (17 USCA, Section 101).

c. Maintenance of Records. I agree to keep and maintain adequate and current written records of all Inventions made by me (solely or jointly with others) during the term of my employment with the Company. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by the Company. The records will be available to and remain the sole property of the Company at all times.

d. Inventions Assigned to the United States. I agree to assign to the United States government all my right, title, and interest in and to any and all inventions, original works of authorship, developments, improvements or trade secrets whenever such full title is required to be in the United States by a contract between the Company and the United States or any of its agencies.

e. Obtaining Letters Patent and Copyright Registrations. I agree that, whenever requested by the Company, I shall assist the Company in obtaining United States or foreign letters patent and copyright registrations, as the case may be, covering Inventions assigned hereunder to the Company, and I shall execute any patent or copyright applications or such other documents considered necessary by the Company or its counsel to apply for and obtain such letters patent or copyrights.

I agree that my obligation to assist the Company to obtain United States or foreign letters patent and copyright registrations, as the case may be, covering Inventions assigned hereunder to the Company shall continue beyond the termination of my employment, but the Company shall compensate me at a reasonable rate for time actually spent by me at the Company's request on such assistance.

If the Company is unable because of my mental or physical incapacity or for any other reason to secure my signature to apply for or to pursue any application for any United States or foreign letters patent or copyright registrations, as the case may be, covering Inventions assigned to the Company as above, then I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, to act for and in my behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright registrations thereon with the same legal force and effect as if executed by me.

I hereby waive and quitclaim to the Company any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any patents or copyright resulting from any such application for letters patent or copyright registrations assigned hereunder to the Company.

f. Exception to Assignments. I understand that the provisions of this Agreement requiring assignment to the Company do not apply to any invention which qualifies fully under the provisions of Section 2870 of the California Labor Code, a copy of which is attached hereto as Exhibit B. I will advise the Company promptly in writing of any Inventions that I believe meet the criteria in Subparagraph 2b above; and I will at that time provide to the Company in writing all evidence necessary to substantiate that belief. I understand that the Company will keep in confidence and will not disclose to third parties without my consent any confidential information disclosed in writing to the Company relating to inventions that qualify fully under the provisions of Section 2870 of the California Labor Code.

3. Conflicting Employment. I agree that, during the term of my employment with the Company, I will not engage in any other employment, occupation, consulting or other business activity directly related to the business in which the Company is now involved or becomes involved during the term of my employment, nor will I engage in any other activities that conflict with my obligations to the Company.

4. Returning Company Documents. I agree that, at the time of leaving the employ of the Company, I will deliver to the Company (and will not keep in my possession or deliver to anyone else) any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment, other documents or property, or reproductions of any aforementioned items belonging to the Company, its successors or assigns. In the event of the termination of my employment, I agree to sign and deliver the "Termination Certification" attached hereto as Exhibit C.

5. Representations. I agree to execute any proper oath or verify any proper document required to carry out the terms of this Agreement. I represent that my performance of all the terms of this Agreement will not breach any agreement to keep in confidence proprietary information acquired by me in confidence or in trust prior to my employment by the Company. I have not entered into, and I agree I will not enter into, any oral or written agreement in conflict herewith.

6. General Provisions

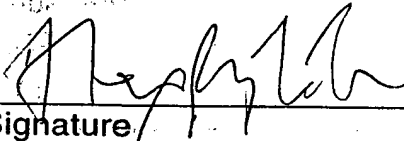
a. Governing Law. This Agreement will be governed by the laws of the State of California.

b. Entire Agreement. This Agreement sets forth the entire agreement and understanding between the Company and me relating to the subject matter herein and merges all prior discussions between us. No modification of or amendment to this Agreement, nor any waiver of any rights under this agreement, will be effective unless in writing signed by the party to be charged. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of this Agreement.

c. Severability. If one or more of the provisions in this Agreement are deemed void by law, then the remaining provisions will continue in full force and effect.

d. Successors and Assigns. This Agreement will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of the Company, its successors, and its assigns.

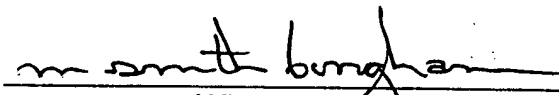
Date: 7/31/2000



Signature

Alex Baptista

Name of Employee (typed or printed)



Witness



EMPLOYEE PROPRIETARY INFORMATION AGREEMENT

This agreement between Alltrista Corporation and its divisions (hereinafter termed "Alltrista") and myself supersedes all previous agreements, if any, between Alltrista and myself relating to the subject matter hereof.

I recognize that in its business Alltrista has developed and uses commercially valuable technical and nontechnical information and, to guard the legitimate interests of Alltrista, it is necessary for Alltrista to protect certain of the information either by patents or copyrights or by holding such information secret or confidential. I further recognize that the aforesaid information is vital to the success of Alltrista's business, and that through my activities I may become acquainted therewith, and may contribute thereto either through inventions, discoveries, improvements or otherwise.

In view of the above, in consideration of my employment, and for other valuable consideration, the receipt and sufficient of which is hereby acknowledged, I agree as follows:

1. Unless I shall first secure Alltrista's written consent, I shall keep confidential and shall not divulge, communicate, disclose, copy, destroy or use at any time, either during or subsequent to said employment, any secret or confidential information or technology (including matters of technical nature, such as know-how, formulae secret
2. I shall disclose promptly to Alltrista, or its nominee, any and all inventions (including new contributions, improvements, ideas, or discoveries, whether patentable or not) conceived or made by me, alone or jointly with others, during the period of employment and related to the business of Alltrista; and I hereby assign and agree to assign all my right, title and interest therein to Alltrista or its nominee. I agree that any contributions by me to any copyrightable material related to the business of Alltrista shall be registered as work made-for-hire for Alltrista or its nominee. Whenever requested to do so by Alltrista, I shall execute any and all applications, assignments or other instruments which Alltrista or its nominees shall deem necessary to apply for and obtain Letters Patent or Copyrights of the United States or any foreign country or to protect otherwise Alltrista's interests therein. These obligations shall continue beyond the termination of employment with respect to copyrightable material, inventions, discoveries and improvements conceived or made by me during the period of employment, and shall be binding upon my assigns, executors, administrators and other legal representatives.
3. All documents concerning Alltrista activities or concerning my employment activities, including my own notes, are to be regarded by me as Alltrista's property entrusted to me, and are to be surrendered to Alltrista at any time upon request.
4. Upon termination of said employment, I shall promptly deliver to Alltrista all drawings, blueprints, manuals, letters, notes, notebooks reports, whether or not secret or confidential, and all secrets or confidential information or technology which relate to Alltrista's business or my employment and are in my possession or under my control.
5. The obligations hereunder may not be changed or modified, released, discharged, abandoned, or terminated, in whole or in part, except by an instrument in writing signed by me and an officer or other duly authorized agent of Alltrista. In the event any portion of this Agreement shall be deemed unenforceable by a court of competent jurisdiction, it shall not affect the validity of the remainder of this Agreement.
6. This Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of Indiana.

In Testimony Whereof, I hereunto affix my hand at _____, this 25th day of April, 2002.

Alex Baptista

Name of Employee (Type or Print)

[Signature]

Signature of Employee

Name of Witness (Type or Print)

Signature of Witness

BEST AVAILABLE COPY



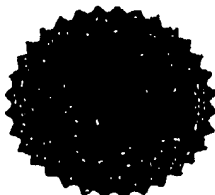
Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "ALLTRISTA ACQUISITION III, INC.", CHANGING ITS NAME FROM "ALLTRISTA ACQUISITION III, INC." TO "TILIA INTERNATIONAL, INC.", FILED IN THIS OFFICE ON THE TWENTY-FIFTH DAY OF APRIL, A.D. 2002, AT 9 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

3504362 B100

020264126

AUTHENTICATION: 1742394

DATE: ~~0~~ **PATENT**
REEL: 013258 FRAME: 0205



**STATE OF DELAWARE
CERTIFICATE OF AMENDMENT**

**OF
CERTIFICATE OF INCORPORATION
OF**

ALLTRISTA ACQUISITION III, INC.

Pursuant to Section 242 of the General Corporation Law

THE UNDERSIGNED, being an Officer of Alltrista Acquisition III, Inc. (the "Corporation"), a corporation organized and existing under and by virtue of the Delaware General Corporation Law (the "DGCL"), for the purpose of amending the Corporation's Certificate of Incorporation (the "Certificate of Incorporation") filed pursuant to Section 102 of the DGCL, hereby certify, pursuant to Sections 228 and 242 of the DGCL, as follows:

FIRST: That name of the Corporation is Alltrista Acquisition III, Inc.

SECOND: That the Certificate of Incorporation is hereby amended by deleting the Article thereof numbered "I" in its entirety and inserting in lieu thereof the following:

"The name of the corporation (the "Corporation") is: Tilia International, Inc."

THIRD: That the amendment of the Certificate of Incorporation herein certified has been duly adopted and written consent has been given in accordance with the provisions of Sections 228 and 242 of the DGCL.

[The signature page follows]


STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 04/25/2002
020264176 - 3506362

**PATENT
REEL: 013258 FRAME: 0206**

BEST AVAILABLE COPY

1033319

IN WITNESS WHEREOF, the undersigned has made and signed this Certificate of Amendment this 24th day of April, 2002 and affirms the statements contained herein as true under penalties of perjury.


Name: Ian C.H. Ashken
Title: Secretary

(CERT. OF AMENDMENT TO CERT. OF INC. OF ACQ III)

RECORDED: 09/03/2002

PATENT
REEL: 013258 FRAME: 0207

BEST AVAILABLE COPY



PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

IN RE APPLICATION OF: ALEXANDRE A.N. BAPTISTA
APPLICATION No.: 10/789,456
FILED: FEBRUARY 26, 2004
FOR: VACUUM PACKAGING APPLIANCE WITH VACUUM
SIDE CHANNEL LATCHES

EXAMINER: UNKNOWN
ART UNIT: 3721
CONF. NO: UNKNOWN

STATEMENT OF FACTS BY JUDY LAGERA VO

IN SUPPORT OF FILING ON BEHALF OF NONSIGNING INVENTOR

(37 CFR 1.47)

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

I, Judy Lagera Vo, residing at 5824 College Avenue #12 Oakland CA 94618, have been employed by Tilia International, Inc. of Delaware (Tilia) for about two years. I manage all legal affairs for Tilia. My responsibilities include working with Tilia employees and former employees to perfect Tilia's patent rights in technology that such parties are under obligation to assign to Tilia. This statement is made as to the exact facts that are relied upon to establish the diligent effort made to secure the execution of the declaration by the nonsigning inventor, Alexandre A. N. Baptista (Mr. Baptiste), for the above-identified patent application before deposit thereof in the Patent and Trademark Office. I have first-hand knowledge of the facts recited herein.

I have reviewed Mr. Baptiste's employment documents and have first hand knowledge of Mr. Baptiste's employment with Tilia. I have worked with Mr. Baptiste on several patent applications including the above-identified patent application, for which patent applications Mr. Baptiste is either a sole or joint inventor, and which patent

applications Mr. Baptiste either has assigned to Tilia or is under obligation to assign to Tilia.

Mr. Baptiste was an employee of Tilia from about April 2000 to about August 2003. Mr. Baptiste's employment documents including proof of Mr. Baptiste's obligation to cooperate in the above-identified patent application are attached as Appendix A. During his employment with Tilia, Mr. Baptiste was obligated to assign to Tilia his rights in inventions made during his employment at Tilia, including the above-identified patent application. During his employment, Mr. Baptiste cooperated with Tilia on the filing of several patent applications. To my knowledge, Mr. Baptiste has never disavowed his obligation to cooperate with Tilia in pursuing protection for the technology covered in the above-identified patent application.

The above-identified patent application claims priority to United States Provisional applications no. 60/450,295 and 60/450,528, both filed on February 27, 2003, having Mr. Baptiste as sole inventor. Mr. Baptiste was employed by Tilia when inventing the technology disclosed in and at the time of filing the '295 and the '528 provisional applications. Mr. Baptiste cooperated in the preparation and filing of the '295 and the '528 provisional patent applications.

Around November 2003, I began attempting to obtain Mr. Baptiste's cooperation in perfecting Tilia's rights in a number of patent applications including the above-identified application. At that time, I fully expected Mr. Baptiste to cooperate. My efforts continued through the date of execution of this document, and included several emails to Mr. Baptiste's last known personal email account, several telephone calls to Mr. Baptiste's last known telephone number, and a variety of letters sent via Federal Express to Mr. Baptiste's last known address. These communications occurred both before and after the filing of the above-identified patent application. I have also requested Tilia's patent counsel, Mr. Brian R. Coleman, to forward documents necessary for signature to Mr. Baptiste.

I have no reason to believe that Mr. Baptiste has not received our various communications, or does not understand the nature of these communications and his obligation.

Mr. Baptiste has failed to respond in any manner to our communications.

On June 25, 2004, in San Francisco, CA, I happened upon Mr. Baptiste having lunch with several current employees of Tilia with whom Mr. Baptiste has maintained a relationship. Mr. Baptiste and I engaged in a short and amicable conversation. We discussed Mr. Baptiste's failure to respond to our plethora of communications regarding his cooperation in the above-identified patent application. Mr. Baptiste acknowledged that he invented the technology disclosed in the above-identified patent application while employed by Tilia. Mr. Baptiste further acknowledged that he was obligated to cooperate with Tilia in perfecting Tilia's patent rights in the technology disclosed in the above-identified patent application. Nonetheless, Mr. Baptiste was adamant that he would not cooperate with Tilia in pursuing patent protection for the technology disclosed in the above-identified patent application.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the above-identified application or any patent issued thereon.

Signature:



Typed Name:

Judy Lagera Vo

Title:

Senior Paralegal

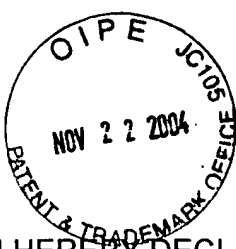
Date:

24 September 2004

Address:

5824 College Avenue # 12

Oakland, CA 94618



INVENTORSHIP DECLARATION BY SOLE INVENTOR

I HEREBY DECLARE THAT:

My residence, mailing address, and citizenship are stated next to my name in PART A hereof.

I believe I am the original and sole inventor of the subject matter which is claimed and for which a patent is sought on the invention entitled "VACUUM PACKAGING APPLIANCE WITH VACUUM SIDE CHANNEL LATCHES", bearing Serial No. 10/789,456, filed on February 26, 2004.

I have reviewed and understand the contents of the above-identified specification, including the claims, as amended by any amendment referred to above.

I acknowledge the duty to disclose information which is material to the examination of this application in accordance with 37 CFR §1.56, including, for continuation-in-part applications, material information which became available between the filing date of the prior application and the national or PCT international filing date of the continuation-in-part application.

I hereby claim the benefit under 35 U.S.C. § 119 of Provisional Patent Application No. 60/450,528 and Provisional Application No. 60/450,295, both filed February 27, 2003.

I hereby declare that all statements made herein of my knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon. I understand that the execution of this document does not in itself establish an attorney-client relationship between the undersigned and Perkins Coie, LLP, or any of its attorneys.

INVENTORSHIP DECLARATION BY SOLE INVENTOR

PART A: INVENTOR INFORMATION AND SIGNATURE

Full name of FIRST inventor: Alexandre A. N. Baptista

Citizenship: _____ Mailing Address: 8078 Creekside Drive
Dublin, CA 94568

Residence (if different): _____

Inventor's Signature: _____ Date: _____

**PART B: SIGNATURE BY PERSON WITH SUFFICIENT PROPRIETARY INTEREST
WHERE NO INVENTOR IS AVAILABLE TO SIGN AND ON BEHALF OF THE SOLE
INVENTOR WHO REFUSES TO SIGN**

I Trisha Mount, hereby declare that I am a citizen of the United States residing at <>. I am a Vice President of Tilia International, Inc. (Tilia), and I am authorized to act on behalf of Tilia International, Inc. Tilia has sufficient proprietary interest to pursue the above-identified patent application even though the sole inventor Alexandre A. N. Baptiste refuses to sign the Inventor's Declaration.

By virtue of Tilia's sufficient proprietary interest, I sign this declaration on behalf of Alexandre A. N. Baptiste who refuses to sign. Alexandre A. N. Baptiste is a citizen of the United States having a last known address of 8078 Creekside Drive, Dublin CA 94568.

Upon information and belief, I aver those facts that the inventor is required to state, 37 CFR 1.64(b).

Accompanying this declaration are:

- 1) A Petition by Person Having Proprietary Interest to File Application on Behalf of Alexandre A. N. Baptiste Who Refuses to Sign;
- 2) A Statement of Facts by Judy Lagera Vo in Support of Filing on Behalf of Nonsigning Inventor; and
- 3) A Statement of Facts by Brian R. Coleman in Support of Filing on Behalf of Nonsigning Inventor

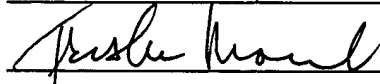
to establish the proof of pertinent facts, and to show that such action is necessary to preserve the rights of the parties or to prevent irreparable damage, and

the petition fee of \$130.00.

Person having

Proprietary Interest: Tilia International, Inc.

Signature:



Typed Name: Trisha Mount

Title: Vice President

Date:

Sep 24 2004

Address: 303 Second Street, North Tower, 5th Floor

San Francisco, CA 94107



PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

IN RE APPLICATION OF: ALEXANDRE A.N. BAPTISTA
APPLICATION No.: 10/789,456
FILED: FEBRUARY 26, 2004
FOR: VACUUM PACKAGING APPLIANCE WITH VACUUM
SIDE CHANNEL LATCHES

EXAMINER: UNKNOWN
ART UNIT: 3721
CONF. No: UNKNOWN

STATEMENT OF FACTS BY BRIAN R. COLEMAN

IN SUPPORT OF FILING ON BEHALF OF NONSIGNING INVENTOR

(37 CFR 1.47)

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

I, Brian R. Coleman, reside at 833 Middle Avenue, Menlo Park CA, 94025. I am a registered patent attorney (Reg. No. 39,145) and have been outside patent counsel to Tilia International, Inc. of Delaware (Tilia) for about one and one-half years. This statement is made as to the exact facts that are relied upon to establish the diligent effort made to secure the execution of the declaration by the nonsigning inventor, Alexandre A. N. Baptista (Mr. Baptiste), for the above-identified patent application before deposit thereof in the Patent and Trademark Office. I have first-hand knowledge of the facts recited herein.

I have reviewed Mr. Baptiste's employment documents and discussed Mr. Baptiste's employment at Tilia with several employees of Tilia. I have worked with Mr. Baptiste on several patent applications including the above-identified patent application, for which patent applications Mr. Baptiste is either a sole or joint inventor, and which patent applications Mr. Baptiste either has assigned to Tilia or is under obligation to assign to Tilia.

Mr. Baptiste was an employee of Tilia from about April 2000 to about August 2003. During that time, Mr. Baptiste was obligated to assign to Tilia his rights in inventions made during his employment at Tilia. During his employment, Mr. Baptiste cooperated with Tilia on the filing of several patent applications. To my knowledge, Mr. Baptiste has never disavowed his obligation to cooperate with Tilia in pursuing protection for the technology covered in the above-identified patent application.

The above-identified patent application claims priority to United States Provisional applications no. 60/450,295 and 60/450,528, both filed on February 27, 2003, having Mr. Baptiste as sole inventor. Mr. Baptiste was employed by Tilia when inventing the technology disclosed in and at the time of filing the '295 and the '528 provisional applications. Mr. Baptiste cooperated in the preparation and filing of the '295 and the '528 provisional patent applications.

Around November 2003, I began attempting to obtain Mr. Baptiste's cooperation in perfecting Tilia's rights in a number of patent applications including the above-identified application. At that time, I fully expected Mr. Baptiste to cooperate. I was unable to obtain Mr. Baptiste's signature on an Inventor's Declaration prior to February 27, 2004, the bar date for claiming priority to the '295 and the '528 provisional patent applications. In order to preserve Tilia's rights in the technology disclosed in the '295 and the '528 provisional patent applications, I attended to filing the above-identified patent application on February 26, 2004.

My efforts to obtain Mr. Baptiste's cooperation continued through June 10, 2004, and included several emails to Mr. Baptiste's last known personal email account, several telephone calls to Mr. Baptiste's last known telephone number, and a variety of letters sent via Federal Express to Mr. Baptiste's last known address. These communications occurred both before and after the filing of the above-identified patent application.

Mr. Baptiste's last known mailing address is 8078 Creekside Drive, Dublin, CA 94568.

In my email communications to Mr. Baptiste, I attached electronic versions of an Inventor's Declaration and an Assignment document. None of my email communications generated failure messages. The implication is that Mr. Baptiste's email account is still in operation.

In my Federal Express communications to Mr. Baptiste, I included paper versions of an Inventor's Declaration and an Assignment document, together with a self-addressed freight paid for Federal Express envelope. Federal Express confirms that my packages were signed for and received by a J. Baptiste.

I have no reason to believe that Mr. Baptiste has not received my various communications or does not understand the nature of these communications and his obligation.

I have also spoken to two co-workers and friends of Mr. Baptiste still employed at Tilia, Landen Higer and Hongyu Wu. I have asked them to convey my desire to communicate with Mr. Baptiste and obtain his cooperation. Mr. Higer and Mr. Wu confirm that they have communicated my request to Mr. Baptiste. Although this is merely anecdotal, both Mr. Higer and Mr. Wu have told me that Mr. Baptiste is unwilling to cooperate with Tilia in pursuing patent protection in the above-identified patent application.

Mr. Baptiste has failed to respond in any manner to my communications.

I have attached as Appendix A a final letter dated June 10, 2004, addressed to Mr. Baptiste at his last known address. My letter of June 10, 2004, was similar to past letters but stated with more particularity Mr. Baptiste's obligations and implored Mr. Baptiste that he cooperate, together with an offer to assist Mr. Baptiste in any way he deemed necessary so that little effort would be required on his part. I have also attached as Appendix B a proof of delivery from Federal Express showing that J. Baptiste received and signed for the package containing the letter of June 10, 2004.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and

further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the above-identified application or any patent issued thereon.

Signature:



Typed Name: Brian R. Coleman

Title: Patent Attorney and Counsel for Tilia International, Inc.

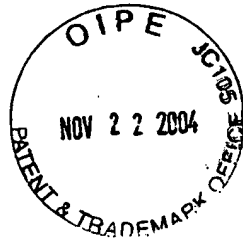
Date:

Sep 24 2004

Address: 833 Middle Avenue

Menlo Park CA 94025

May 21, 2004



Perkins
Coie

101 Jefferson Drive
Menlo Park, CA 94025-1114
PHONE: 650.838.4300
FAX: 650.838.4350
www.perkinscoie.com
bcoleman@perkinscoie.com

VIA FEDERAL EXPRESS

Alexander A. N. Baptista
8078 Creekside Drive
Dublin, CA 94568

Re: Formal Documents

Dear Alexander:

Enclosed are Inventorship Declaration and Assignment documents for various patent applications for which you are an inventor. Please sign and date the documents where indicated and return them to our office at your earliest convenience, so that we may file them with the U.S. Patent and Trademark Office. For your convenience, we have enclosed a self-addressed, stamped envelope. You may also fax or email pdf documents.

We appreciate your prompt attention to this matter. Please do not hesitate to contact us if you have any questions.

Sincerely,
PERKINS COIE LLP

Brian R. Coleman, MSEE
Patent Attorney

BRC/Srb

Enclosures

cc: Judy Vo

[37469-8000/BY041420.072]

ANCHORAGE · BEIJING · BELLEVUE · BOISE · CHICAGO · DENVER · HONG KONG · LOS ANGELES
MENLO PARK · OLYMPIA · PORTLAND · SAN FRANCISCO · SEATTLE · WASHINGTON, D.C.

Perkins Coie LLP and Affiliates

[United States Home](#)[Information Center](#) | [Customer Supp](#)**Package / Envelope Services**

Freight Services

Same Day Services

Ship

Track

Rates

Pickup

Locations

Transit Time

International

**Track Shipments
Detailed Results** [Printable Version](#) [Quick Help](#)

Tracking number 835816322798
Signed for by J. BAPTISTA
Ship date May 21, 2004
Delivery date/time May 24, 2004 3:48 pm

Reference number 37469-8000
Delivered to Fedex Location
Delivery location DUBLIN CA
Service type Priority Envelope

You can also track:

- [By Alternate](#)
- [By Email](#)
- [TCN \(Gov't](#)

Track other FedEx

- [FedEx Cust shipments](#)
- [FedEx Trad shipments](#)
- [Internationa](#)

Date/time	Status	Location	Comments
May 24, 2004	3:48 pm Delivered	DUBLIN CA	
	12:50 pm Delivery attempt	DUBLIN CA	Customer not available or Business closed
	10:10 am Delivery attempt	DUBLIN CA	Customer not available or Business closed
May 22, 2004	7:44 am On FedEx vehicle for delivery	PLEASANTON CA	
	9:53 am Package status	PLEASANTON CA	Package not due for delivery
	6:56 am Arrived at FedEx Destination Location	PLEASANTON CA	
May 21, 2004	5:10 am Left FedEx Sort Facility	OAKLAND CA	
	9:37 pm Arrived at Sort Facility	OAKLAND CA	
	6:07 pm Left FedEx Origin Location	MENLO PARK CA	
	5:33 pm Picked up by FedEx	MENLO PARK CA	

[Wrong Address?](#)
Reduce future mistak
[FedEx Address Chec](#)

[Shipping Freight?](#)
FedEx has [LTL](#), [air surface](#) and [air exp multi piece package](#) and [ocean freight](#).

[Signature proof](#)[Track more shipments](#)**Email your detailed tracking results (optional)**

Enter your email, submit up to three email addresses (separated by commas), add your message (optional), and click **Send email**.

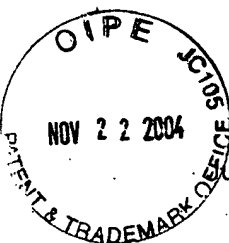
From
To

Add a message to this email.

[Send email](#)

[Global Home](#) | [Service Info](#) | [About FedEx](#) | [Investor Relations](#) | [Careers](#) | [fedex.com Terms of Use](#) | [Privacy Policy](#)

This site is protected by copyright and trademark laws under US and International law. All rights reserved. © 1995-2004 FedEx



June 10, 2004



VIA FEDERAL EXPRESS

Alexandre A. N. Baptista
8078 Creekside Drive
Dublin, CA 94566

101 Jefferson Drive
Menlo Park, CA 94025-1114
PHONE: 650.838.4300
FAX: 650.838.4350
www.perkinscoie.com

Re: U.S. Patent Application entitled: **Vacuum Packaging
Appliance With Vacuum Side Channel Latches**
Filing Date: February 26, 2004
Serial No.: 10/789,456
Our File Ref: 37469-8013.US01

Dear Alexandre:

In order to perfect Tilia's patent application for the above-identified technology, we require your execution of the attached Inventor's Declaration and Assignment. As you invented this technology while employed by Tilia, you are obligated to assist Tilia, including executing and returning the attached documents in a timely manner.

We have attempted through several means of communication to obtain your cooperation on this and several other matters. You have been non-responsive. Please contact us immediately so that we may address any concerns you may have. We also would appreciate your current contact information, and a suggestion as how to best communicate with you in the future. We would like to make this as easy as possible for you, and would comply with any reasonable instructions you provide.

Please return the executed documents to our office so that we may file them with the USPTO before the deadline of **July 19, 2004**. For your convenience we have enclosed a self-addressed envelope. You may also fax or email the executed documents to myself or Ms. Judy Vo at Tilia.

Thank you for your assistance in this matter. If you have any questions, please do not hesitate to contact us.

Very truly yours,
Perkins Coie LLP

Brian R. Coleman, MSEE
Patent Attorney

BRC/Srb

Enclosures

cc: Judy Lagera Vo, Tilia International, Inc.

BEST AVAILABLE COPY

[United States Home](#)[Information Center](#) | [Custom](#)[Package/Envelope Services](#)[Office / Print Services](#)[Freight Services](#)[Expedited Serv](#)[Ship](#)[Track](#)[Manage My Account](#)[International Tools](#)

Track Shipments Detailed Results

[Printable Version](#)[Quick Help](#)

Tracking number 835816322103
Signed for by T.BAPTISTA
Ship date Jun 11, 2004
Delivery date Jun 14, 2004 8:52 AM
Status Delivered

Reference 37469-8013 US01
Delivery location DUBLIN, CA
Service type Priority Overnight

You can also track:

- [FedEx Track shipments](#)
- [By Email Tr](#)
- [By FedEx V Solutions](#)

Date/Time	Activity	Location	Details
-----------	----------	----------	---------

[Signature proof](#)[Track more shipments](#)

[Wrong Address?](#)
[Reduce future mistal](#)
[FedEx Address Chae](#)

[Shipping Freight?](#)
[FedEx has LTL, air](#)
[surface and air exp](#)
[multi piece packagi](#)
[and ocean freight.](#)

Email your detailed tracking results (optional)

Enter your email, submit up to three email addresses (separated by commas), add your message (optional), and click **Send email**.

From
To

Add a message to this email.

[Send email](#)

[Global Home](#) | [Service Info](#) | [About FedEx](#) | [Investor Relations](#) | [Careers](#) | [fedex.com Terms of Use](#) | [Privacy Policy](#)

This site is protected by copyright and trademark laws under US and International law. All rights reserved. © 1995-2004 FedEx